

EXHIBIT E - Schedule of Possessory Interest Assets
Concessions Contract No. CC-GLCA005-88
Del Webb Recreational Properties, Inc.

The current Schedule of Possessory Interest Assets claimed by the concessioner pursuant to Section 7(b) of the contract will be maintained at Glen Canyon National Recreation Area Headquarters.

EXHIBIT F - Building Replacement Cost for Insurance Purposes
Concessions Contract No. CC-GLCA005-88
Del Webb Recreational Properties, Inc.

The replacement costs set forth herein are established for the sole purpose of assuring adequate property insurance coverage and shall not be construed as having application for any other purpose.

I. GOVERNMENT BUILDINGS

<u>Building No.</u>	<u>Description</u>	<u>Insurance Replacement Value</u>
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II. CONCESSIONER BUILDINGS

<u>Building No.</u>	<u>Description</u>	<u>Insurance Replacement Value</u>
	Bullfrog Basin - All facilities	\$ 7,945,000
	Halls Crossing - All facilities	\$ 3,754,000
	Hite - All facilities	\$ 757,000

Operating Plan
Concession Contract No. CC-GLCA005-88
Del E. Webb Recreational Properties, Inc.

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This Operating Plan generally describes the operation of the accommodations, facilities, and services authorized by this contract at a level the Secretary deems satisfactory in accordance with the provisions of Section 3 (a) of the contract.

I. GENERAL

The operation of accommodations, facilities and services authorized by this contract will conform to the evaluation standards set forth in National Park Service Guideline 48 and with this Operating Plan, which shall remain in effect until superceded.

The following requirements apply to all concession operations under this contract unless specifically excluded.

(A) Form of Payment - The concessioner shall accept the following as payment for all services and merchandise:

- US currency
- Cashier's checks and traveler's checks with proper identification
- Credit cards including but not limited to VISA, MasterCard and American Express
- Oil company credit cards for the dealership held by the concessioner for service station and boat fuel dock products and services

(B) Fire Code - All facilities will conform to the applicable National Fire Code unless specific variance is granted by the National Park Service.

(C) Fire Suppression - The concessioner shall train and equip personnel in fire suppression in accordance with the area Fire suppression Plan.

(D) Lost and Found - The concessioner will comply with Superintendent's Office Order 29 regarding the collection and distribution of lost and found property, and with 36 CFR 2.22 (Office Order 29 attached).

(E) Hours - Facilities are to be open seven days per week. The Defiance House lodge front desk is to be open 24 hours a day, 7 days a week. For all other facilities, hours shorter than the following must be approved in advance by the National Park Service. Longer hours do not require approval.

- MAY 15 to SEP 30: 7:30am to 3:00pm
- OCT 01 to MAY 14: 8:00am to 5:00pm

II. LODGING Defiance House Lodge and Housekeeping units

Lodge rooms and housekeeping accommodations will be provided year-round. One bed and two bed rooms will both be available. Rollaway beds and cribs will be provided upon request, and an additional charge may be made for them. No charge will be made for children under 12 in the same room or unit as adults.

A reservation system for advance room rental will be maintained. A deposit may be required to reserve a room, but deposits will be refunded promptly and in full if cancellation notice is given 24 hours in advance for lodge rooms - 72 hours in advance for housekeeping units.

Check out time will not be before 11:00am.

The lodge front desk will be manned 24 hours a day, year round. Front desk staff will be well versed in emergency procedures.

A designated staff security person at each marina will respond to house problems, including loud or unruly guests or visitors.

No more than 75% of the rooms at one marina may be booked for the use of organized groups or tours at any one time. Group bookings exceeding 75% of rooms may be made with prior approval from the National Park Service.

Housekeeping units will be equipped for eight people, and additional kitchen utensils, towels etc... will be provided at or before check-in to accommodate additional paying guests.

III. FOOD AND BEVERAGE SERVICES

A. Anasazi Restaurant

The Anasazi Restaurant will provide full menu service for three meals daily. Hours will be 7:00am to 10:00pm or longer, unless advance approval is obtained from the National Park Service. The dining room may close between meals for periods not to exceed two hours each.

Special events and banquets may be hosted in the Anasazi Restaurant, provided adequate service is still provided the general public. Adequate service includes, but is not limited to, waits for tables not exceeding 30 minutes, times between patrons being seated and their receiving their food not exceeding 30 minutes, and a full range of menu items being available.

B. Kiva Lounge.

The lounge will serve a full range of beverages in compliance with State requirements. The lounge will be open year round; hours may be determined by the concessioner. Appetizers and meals may be served; entertainment may be provided.

IV. Merchandising.

A. Gift Shops - Gift shops may be open year round, seven days per week. Any closures will be approved in advance by the National Park Service. During periods of closure of the Anasazi Lodge gift shop, sundries will be available for guests at the lodge front desk.

The concessioner is encouraged to stock Native American handicrafts and items reflecting the natural and cultural resources of the recreation area.

B. Boat Supply Shop - The Bullfrog Boat Shop will provide a variety of parts and accessories and a complete supply of required boat equipment, including adult and childrens PFD's, throwable devices, whistles and bells, fire extinguishers, orange flags, bailers and bilge pumps, and any other equipment necessary to legally outfit a boat.

At Halls Crossing and Hite, a complete supply of required boat equipment will be available at the Marina Stores.

C. Marina and General Store - Marina and general stores will be provided at all marinas. The purpose of the marina and general store is to provide food and recreational equipment to supply visitors during thier stays, including a complete variety of packaged and canned grocery items, fresh dairy products, fresh or frozen meats and produce, fishing licenses, fishing and camping gear, picnic supplies, ice, beverages and sundries.

Dated foods may be sold past the date marked only if they are wholesome and are prominently marked as outdated.

Public rest rooms will be provided at the Bullfrog Marina Store during operating hours.

V. Automobile Service Stations.

An automobile service station will be open year round at Halls Crossing, Hite, and Bullfrog. The stations will provide regular and unleaded gasoline, oil, lubricants, and

other routine automobile products. Routine service and repair services will be provided in a timely manner.

Full service prices may be charged if the station staff pump gas, wash windows, offer to check oil levels, and check tire pressures on request. Mini-service prices may be charged if station staff pump gas only. Self-service prices may be charged if customers pump their own fuel.

The Bullfrog station will have a tow truck and operator available during normal hours of operation. When the concessioner's tow truck is not available, the National Park Service will contact other towing companies to perform the work required.

VI. Marina Services.

A. Fuel Docks - A fuel dock will be open year round at each marina. Gasoline, diesel and pre-mix fuels, outboard oil and other lubricants will be available.

Operation will comply with NFPA codes. A fire boat with an operational fire pump, fittings and equipment shall be kept at the fuel dock. All fuel dock personnel will be trained in boat fire suppression and in use of the fire boat and other equipment.

B. Emergency Service - Chase boats will be dispatched during daylight hours on request, weather permitting. The concessioner may request a credit card number and authorization, but if that is not available, will dispatch a chase boat nevertheless. Chase boats will be underway within a reasonable time (as determined by the National Park Service) of receiving a request.

C. Boat Repair. The concessioner will provide staff, shops, equipment and facilities for year-round maintenance and repair of boats.

The boat repair staff will be trained and equipped to repair and maintain outboard, inboard/outboard and inboard engines and drive units.

Boat repair work will be performed by qualified mechanics. A qualified mechanic is one who has had schooling in the type of work performed or who can demonstrate at least two years work history in the type of work performed. Apprentices may be employed and may perform repair work if their work is overseen by a qualified mechanic.

Work orders will be prepared immediately when customer agrees to have work done. Customers can leave boats for repair after signing a work order.

Hours of operation, staffing and equipment will be sufficient to enable the shop to maximize use of available facilities. A parts inventory will be maintained that is sufficient to supply parts needed in 75% of routine cases. In cases in which parts are not in stock, shop will routinely be able to order and receive parts within three working days.

The quality of work will be such that customers complain or bring boats back for correction of the same problem in fewer than 10% of cases (work orders).

The following services must be provided at each marina:

Boat Shop. A boat repair facility will be provided and staffed that is sufficient to handle all routine boat repair, including major repairs of engines. Estimates are to be made upon customer presenting boat to repair staff; repairs are to be made upon customer signing a work order. Shop may dispatch mechanics to other locations to make initial assessments and estimates, and/or to perform repairs.

On-the-water service.

A mechanic will be available during normal shop hours to make initial assessments and estimates of boats at the marina while boats are in the water. Mechanic will perform any repairs feasible while boats are in the water.

Concessioner may establish and staff a site on the marina for this purpose or may dispatch a mechanic from the boat shop on each request. If the latter is chosen, the mechanic's initial travel time between the shop and the marina may not be charged to the customer. However, trips back to the shop for parts, etc., are chargeable.

D. Boat Storage - Boat slips, mooring buoys, and dry storage spaces will be provided year round at each marina. Concessioner's staff will make a physical check of all boats in storage facilities at least weekly and will take actions necessary to safeguard stored boats.

Security staff will ensure security of space renter's property and will be available to respond to problems in the storage areas, including unauthorized uses.

Access to storage spaces will be limited to boat owners, their guests and agents, and marina and National Park Service employees on official business.

Shuttle service to boats on the buoy field will be provided during fuel dock hours to boat owners, their guests or agents. The concessioner may require identification of boat

owners or written authorization of owner's guests and agents if unaccompanied by the owner.

The security system for placement of boats in the dry storage "ready area" will be adequate to prevent unauthorized persons from having boats placed there.

It is the policy of the National Park Service that storage slips and mooring buoys be used for recreational purposes only. To that end, storage spaces may not be acquired or held by boat dealers for the purpose of the sale of boats. Subletting of slips and buoys is not permitted, and only one boat may be registered to each slip or buoy.

Vacant slips are to be filled from waiting lists on a first-come, first-served basis. Storage slips and mooring buoys may transfer upon the sale of the vessel if, in the judgement of the marina management, no violations of regulations or policy occurred upon the sale of the boat.

Storage slips greater than 25' in length shall be equipped with shore power of at least 30 amperes and have individual water taps. Storage slips of less than 25' in length may have a mixture of shore power and convenience power. Water taps shall be reasonably accessible for cleaning purposes.

Residency on boats in storage facilities is prohibited. Residency is defined as continual occupancy for more than 14 consecutive days or for more than 30 days in any year.

Boat owners are responsible for securing their boats to buoys and slips. The concessioner is responsible for the condition of the slip and buoy tether lines. The concessioner may enforce minimum standards for line and equipment used to secure the boat to its slip or buoy. Inadequate equipment may be replaced by marina staff at the customer's expense when necessary to adequately secure the boat.

At least 14 slips will be maintained for overnight rental at Bullfrog, 10 at Halls Crossing, and five at Hite.

E. Launch, Retrieval and Hauling of boats - The concessioner will provide staff, tractors and other equipment necessary for launching, retrieving and hauling boats within the marina area. The concessioner is not required to have a trailer available for every boat needing launch or retrieval. The concessioner may require boat owners to have an adequate trailer readily available to marina staff prior to renting a slip or buoy to them.

VI. BOAT RENTALS

The concessioner will provide a full range of rental houseboats and powerboats year round at each marina, and adequate dock space and facilities to clean, repair, and load them. The concessioner will provide and maintain a sewage pump-out station for rental houseboats at each marina.

Rented boats requiring repair, fresh water, sewage pump-out, etc. may go to any of the concessioner's marinas on Lake Powell for service.

A reservation system will be used to book boats. A deposit may be required to hold a houseboat, refundable if written cancellation is received 30 days prior to boarding. Full payment of the rental fee may be required 30 days prior to boarding. That amount will be fully refundable if written notice of cancellation is given 15 days prior to boarding.

Each houseboat renter will be given hand-on instruction in the operation of the boat and its equipment, in the "rules of the road," weather, and emergency information. In addition, a written instruction book will be on board each rental boat.

All rental houseboats will be equipped with a spare prop and with the tools required to change the prop.

VIII. BOAT TOURS

Boat tours shall be provided at Bullfrog Marina from May 1 through September 30. Charter tours shall be available on a reservation basis. On customer request, tour boat will pick up passengers at Halls Crossing. An additional charge may be made for that service.

Tour operations shall comply with all applicable United States Coast Guard, State, and other regulations.

Tours may be cancelled if weather conditions make boat travel unwise.

The concessioner shall provide informational talks as a part of every boat tour. The National Park Service will make resource materials and instruction in interpretation available at concessioner's request.

The concessioner shall maintain a reservation system for boat tours. Tour groups shall not be booked so as to routinely deny boarding to walk-ins.

Tours need not be conducted with fewer than six paying passengers. A deposit of up to one half of the ticket price may be required to reserve space on a tour, but the deposit

shall be fully refundable if cancellation is received 24 hours in advance of the scheduled departure.

The concessioner shall maintain a passenger manifest for each tour which shall be kept in the boat tour office.

IX. TRAILER VILLAGES - RV PARKS

A. Long Term Trailer Villages - The long term trailer villages shall be used for employee housing only. The number of trailer sites may not exceed 103 at Bullfrog, 51 at Halls Crossing, and 10 at Hite without the express written approval of the Superintendent.

Residents must comply with all applicable regulations including those found in NPS-48 and in Title 36, Code of Federal Regulations relating to management of the National Park System. Assuring employees comply with the regulations is the responsibility of the General Manager.

Residency is restricted to employees of Del Webb Recreational Properties, Incorporated. An exception exists for long term intermittents which have been grandfathered at Halls Crossing.

B. RV Park - The concessioner will provide recreational vehicle campgrounds at Halls Crossing and Bullfrog with hook-ups for power, potable water, and sewer. A picnic table and garbage can will be supplied at each site.

A reservation system shall be maintained for space rentals. A deposit of one night's rate may be required to reserve a space, refundable in full if cancellation is received 24 hours in advance.

C. Laundry/Shower Facilities - The concessioner will provide a laundry facility and hot shower facility at Halls Crossing and at Bullfrog.

X. LAND TRANSPORTATION

The concessioner will provide courtesy transportation between points in the Bullfrog and Halls Crossing Marina areas which complies with all applicable state and federal regulations. Service will be offered year round.

(D) PROPANE

BULLFROG:

Each party is responsible for supplying propane to its own facilities, and for their respective systems in their entirety.

HALLS CROSSING:

The concessioner is responsible for supplying and distributing propane to the trailer village complex, city center and marina complexes. In the trailer village complex, the concessioner is responsible for the propane distribution systems serving NPS residences up to and including the shut-off valves on the secondary sides of the meters at each unit. The NPS is responsible for supplying propane to the Ranger Station.

HITE:

Each party is responsible for supplying propane to its own facilities, and for their respective systems in their entirety.

BULLFROG:

Each party is responsible for supplying propane to its own facilities, and for their respective systems in their entirety.

This assignment will be reviewed by the Area Superintendent when appropriate, but no less than annually and amended or modified as necessary.

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Exhibit "B" - Area of Preferential
to Additional Service
Bullfrog Site

Amendment No. 1

CC-GLCA005-88

Concession Contract No. ~~CC-GLCA003-69~~

ARA Leisure Services, Inc.

Lake Powell Resorts & Marinas

Glen Canyon National Recreation Area

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior through the Regional Director, Rocky Mountain Region, National Park Service, hereinafter referred to as the "Secretary", and ARA Leisure Services, Inc., a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as the "Concessioner":

W I T N E S S E T H :

THAT WHEREAS, The Secretary and Del Webb Recreational Properties, Inc. entered into Concession Contract number CC-GLCA002-88 on December 8, 1988 (the "Concession Contract"), whereby Del Webb Recreational Properties, Inc. was authorized to provide facilities and services for the public within Glen Canyon National Recreation Area, during the period January 1, 1988 through December 31, 2007; and

WHEREAS, the Concession Contract was assigned by Del Webb Recreational Properties, Inc. to the Concessioner and such assignment and acceptance thereof by the Concessioner were approved by the Secretary, effective as of December 28, 1988; and

WHEREAS, the Concession Contract requires the Concessioner to submit an annual financial report within ninety (90) days of the 31st day of December of each year; and

WHEREAS, the Concessioner desires to change its fiscal year to other than a calendar year and wishes to submit the annual financial report in accordance with the new fiscal year; and,

WHEREAS, the Secretary has determined that it is in the public interest to permit the Concessioner to proceed on a fiscal year basis corresponding to that on which the Concessioner's other corporate transactions are based:

NOW THEREFORE in consideration of the foregoing, the parties hereto covenant and agree to and with each other that the Concession Contract is hereby amended as follows:

1. Amend Section 9. Accounting Records and Reports, to read:

SECTION 9. Accounting Records and Reports. (a) The Concessioner shall maintain an accounting system whereby the accounts can be readily identified with the System of Account

Classification prescribed by the Secretary. The Concessioner shall submit annually as soon as possible but not later than ninety (90) days after the end of each Concessioner fiscal year a financial statement for the preceding year as prescribed by the Secretary, and such other reports and data as may be required by the Secretary. A Concessioner fiscal year is defined as the 52 or 53 week period ending on the Friday which is closest to September 30 of each calendar year. If annual gross receipts are in excess of \$1 million, the financial statements shall be audited by an independent certified public accountant or by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are between \$250,000 and \$1 million, the financial statements shall be reviewed by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants.

Financial statements accompanied by remarks such as "prepared from client records without audit" are unacceptable.

The independent licensed or certified public accountant shall include a statement to the effect that the amounts included in the financial report are consistent to those included in the Federal and state tax returns. If they are not, then a statement showing differences shall be included. The Secretary shall have the right to verify and copy for his own use all such reports from the books, correspondence, memoranda, and other records of the Concessioner and subconcessioners, if any, and of the records pertaining thereto of a proprietary or affiliated company, if any, during the period of the Concession Contract, and for such time thereafter as may be necessary to accomplish such verification.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Denver, Co, this 23rd day of February, 1989.

ARA LEISURE SERVICES, INC.

by Harold W. Kelly
Title Vice President
Date February 3, 1989

ATTEST: W. J. Kelly
by W. J. Kelly
Title Assistant Secretary

UNITED STATES OF AMERICA

by Jack W. Necker
Regional Director
Rocky Mountain Region Acting
National Park Service

Jack W. Necker

Amendment No. 2

Concession Contract No. CC-GLCA002-88
ARA Leisure Services, Inc.
Lake Powell Resorts and Marinas
Glen Canyon National Recreation Area

THIS AGREEMENT made and entered into by and between the United States of American, acting in this behalf by the Secretary of the Interior through the Regional Director, Rocky Mountain Region, National Park Service, hereinafter referred to as "Secretary," and ARA Leisure Services, Inc., a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as the "Concessioner":

W I T N E S S E T H :

THAT WHEREAS, the Secretary and Del Webb Recreational Properties, Inc., entered into Concession Contract No. CC-GLCA002-88 on December 8, 1988 (the "Concession Contract"), whereby Del Webb Recreational Properties, Inc., was authorized to provide facilities and services for the public within Glen Canyon National Recreation Area, during the period January 1, 1988, through December 31, 2007; and

WHEREAS, the Concession Contract was assigned by Del Webb Recreational Properties, Inc., to the Concessioner and such assignment and acceptance thereof by the Concessioner were approved by the Secretary, effective as of December 28, 1988; and

WHEREAS, Section 10 of the Concession Contract requires the Concessioner to pay to the Secretary for the privileges granted by the Concession Contract two percent (2%) of the Concessioner's "Gross Receipts," as defined in Sub-Section 10(d)(1) of the Concession Contract, for the preceding year.

WHEREAS, the Secretary has determined as a matter of policy that it is in the public interest for the Concession Contract to be adjusted in order that improvements can be constructed which directly support the Concessioner's activities.

NOW, THEREFORE in consideration of the foregoing, the parties hereto covenant and agree to and with each other that the Concession Contract is hereby amended as follows:

1. SECTION 10 FRANCHISE FEE shall be amended as follows:

Delete "two percent (2%)" from Sub-Section 10(a)(2) and substitute in lieu thereof "ZERO PERCENT (0%)"

2. Add Section 20 CAPITAL IMPROVEMENT ACCOUNT as follows:

"(a)(1) As partial consideration for the privileges granted by this Concession Contract, the Concessioner shall establish a "Capital Improvement Account," by which it will undertake, on a project basis, capital improvements which directly support the Concessioner's operations hereunder, and which can be used for other purposes as determined by the

Secretary, and as may otherwise be authorized by law. Funds in the Capital Improvement Account, including interest earned thereon, belong to the Concessioner to be used only for construction of qualified improvements approved by the Superintendent in accordance with priorities established by the National Park Service, Rocky Mountain Regional Director. Projects estimated to cost over \$1,000,000 must be approved in writing by the Director of the National Park Service.

(a)(2) Improvements paid for with funds from the Capital Improvement Account will not include routine, operational maintenance of facilities or housekeeping activities. Nothing in this Section shall lessen the responsibility of the Concessioner to carry out the maintenance and repair responsibilities as required by Section 6 of this Concession Contract, or otherwise, from Concessioner funds exclusive of those funds contained in the Capital Improvement Account. Funds in the Capital Improvement Account shall not be used for purposes for which Section 6 would apply. The Concessioner shall have no ownership, possessory interest, or other interest in improvements made from Capital Improvement Account funds.

(a)(3) The Concessioner shall deposit within fifteen (15) days after the last day of each month that the Concessioner operates a sum equal to TWO PERCENT (2.0%) of the Concessioner's Gross Receipts for the previous month, as defined in this Concession Contract, into an interest bearing account at a Federally insured financial institution. The account shall be maintained separately from all other Concessioner funds and copies of monthly account statements shall be provided to the Secretary. An interest charge will be assessed on overdue deposits for each thirty (30) day period, or portion thereof, that the deposit is delayed beyond the fifteen (15) day period provided for herein. The rate of interest charged will be based on the then current value of funds to the U.S. Treasury as published in the Treasury Fiscal Requirements Manual.

(a)(4) The Concessioner shall submit annually as soon as possible, but no later than ninety (90) days after the end of each Concessioner fiscal year, a financial statement reflecting total activity in the Capital Improvement Account for the preceding fiscal year. A Concessioner fiscal year is defined as the 52 or 53 week period ending on the Friday which is closest to September 30 of each calendar year. The statement shall reflect monthly deposits, expenses by project, and the interest earned.

(a)(5) Advances or credits to the Capital Improvement Account by the Concessioner are not permitted. Projects will be carried out by the Concessioner as the Superintendent shall direct in writing and in advance of any expenditure being made. For all expenditures made for each project from Capital Improvement Account funds, the Concessioner shall maintain adaptable records including invoices, billings, canceled checks, and other documentation satisfactory to the Secretary.

(a)(6) Upon the expiration or termination of this Concession Contract, or upon assignment or sale of interests related to this Concession Contract, the unexpended balance remaining in the Capital Improvement Account shall be expended by the Concessioner for approved projects, or, shall be remitted by the Concessioner to the Secretary in such a manner that payment shall be received by the Secretary within fifteen (15) days after

the last day of the Concessioner's operation. Any payment consisting of \$10,000 or more shall be deposited electronically by the Concessioner using the Treasury Financial Communications System. An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for herein. The rate of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual."

IN WITNESS WHEREOF, the parties hereto have hereunder submitted their names and affixed their seals.

Dated at Denver, Colorado, this 6th day of September, 1994.

ARA LEISURE SERVICES, INC.

BY:

TITLE:

DATE:

Charles M. Pellegrini
President
August 31, 1994

UNITED STATES OF AMERICA

BY:

REGIONAL DIRECTOR

ROCKY MOUNTAIN REGION

NATIONAL PARK SERVICE

SUPPLEMENTAL CONTRACT NO. 1

Concession Contract No. CC-GLCA002-88

ARA Leisure Services, Inc.

Glen Canyon National Recreation Area

THIS SUPPLEMENTAL CONTRACT, made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service (NPS), hereinafter referred to as the "Secretary" and ARA Leisure Services, Inc., a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as the "Concessioner:"

W I T N E S S E T H

THAT WHEREAS the Secretary and the Concessioner entered into Concession Contract No. CC-GLCA002-88, on December 8, 1988, whereby the Concessioner was required and authorized to provide accommodations, facilities, and services for the public within Glen Canyon National Recreation Area, during the period from January 1, 1988, to December 31, 2007, and

WHEREAS said Concession Contract has been amended by Amendment No. 1 dated February 23, 1989, and

WHEREAS the said Concession Contract was assigned by Del Webb Recreational Properties, Inc., to the Concessioner and such assignment and acceptance thereof by the Concessioner was approved by the Secretary, effective as of December 28, 1988, and

WHEREAS Section 2 of said Concession Contract includes a provision whereby the Concessioner is required to provide campgrounds under such terms and conditions as may be prescribed by the Secretary, and

WHEREAS the Secretary has determined, and the Concessioner has agreed, that it is in the public interest that the Bullfrog and Halls Crossing campgrounds shall be operated by the Concessioner.

NOW THEREFORE, in consideration of the foregoing, the parties hereto covenant to and with each other that Concession Contract No. CC-GLCA002-88 is hereby supplemented, effected upon execution by the Secretary as follows:

Section I - Term of Contract

This supplemental contract shall take effect upon execution by the Secretary, and shall expire by limitation of time on December 31, 1993, and may be renewed for a successive term upon the agreement of the Secretary and the Concessioner. The Concessioner agrees to collect and deposit 15 percent (15%) of the monthly gross receipts from campground operations, as defined by said Concession Contract, into the Campground Improvement Account (Account), an interest-bearing account in a Federally insured financial institution. The Concessioner shall not make advances or credits to the Account.

Funds from the Account are to be used solely for projects selected by the Superintendent of Glen Canyon National Recreation Area, after consultation with the Concessioner, and approved by the Regional Director, Rocky Mountain Region. In the event the cost of a project exceeds \$100,000, the project shall be approved by the Director. The Concessioner shall not acquire a possessory interest in improvements funded from the Account, or otherwise obtain any compensable interest in such improvements. The Account shall be used for upgrading, replacement, and rehabilitation of campground facilities which result in the improvement of the campground operations. The Account shall not be used to fund routine, operational maintenance or housekeeping activities as required by said Concession Contract, as specified in the Maintenance Agreement, attached hereto as Exhibit "B," or Operations Plan, attached hereto as Exhibit "A."

Upon the completion of projects, the Concessioner is to provide the Superintendent with an Annual End-of-Project Report. The report shall summarize all costs by functional categories (electrical system, water system, etc.) for all projects completed during the year of the supplemental contract.

Upon the completion of projects, if there is a balance remaining in the Account, such funds shall be expended for other approved projects supporting the campgrounds, or remitted to the United State Treasury. Funds from the Account may not be transferred to the Set-Aside Account or any other special account.

Section II - Accommodations, Facilities, and Services

This supplemental contract grants that the Concessioner is required to operate the Bullfrog and Halls Crossing campgrounds at Glen Canyon National Recreation Area under the following terms and conditions.

a. The Concessioner will operate and maintain the campgrounds consisting of 6 comfort stations and 152 individual campsites with associated fire grates, tables, parking areas, access roads, sewage pumpout stations, and site markers.

b. The Concessioner shall operate the campgrounds by adhering to specific procedures and details required by this supplemental contract and as described in the Operations Plan. The current Operations Plan is attached as Exhibit A. The Operations Plan will be reviewed annually and modified as deemed necessary by the Secretary after consultation with the Concessioner.

c. The Concessioner shall close off individual campground sites or entire campsite access loops for specifically identified NPS projects associated with resource management or construction projects.

Section III - Infrastructure Development Program

The supplemental contract remains consistent with the provisions of the Concession Contract.

Section IV Plant, Personnel, and Rates

The supplemental contract requires that the rates to be charged the public for

the accommodations, facilities, and services provided under this supplemental contract shall be approved in accordance with the provisions of Section 3 of said Concession Contract and 36 CFR Part 71 (Recreation Fees). The Concessioner shall discount campground rates 50 percent (50%) for holders of Golden Age and Golden Access Passports, AND VISITORS WITH IDENTIFICATIONS TO SHOW THAT THEY ARE 62 YEARS OR OLDER.

Section V - Government Land and Improvements

The supplemental contract requires that the Concessioner shall comply with Subsection 5(a) of said Concession Contract concerning the submission of planning documents, and that such plans shall have the prior approval of the Secretary before beginning a project. This supplemental contract requires that the Concessioner shall not acquire a possessory interest in improvements funded from the Account or otherwise obtain any compensable interest in such improvements.

Section VI - Maintenance

This supplemental contract requires the Concessioner to make all repairs or and maintenance, as hereinafter defined, to facilities necessary to conduct the operations authorized.

The Concessioner agrees to physically maintain and repair facilities used in the campground operation to the satisfaction of the Secretary at an expense of no more than 10 percent (10%) of the monthly gross receipts from campground operations, as defined by the said Concession Contract. The Concessioner shall maintain and repair campground facilities by adhering to specific maintenance standards, procedures, and details required by this supplemental contract and as described in a Maintenance Agreement. The current Maintenance Agreement is attached as Exhibit B to this supplemental contract. The Maintenance Agreement will be reviewed annually and modified as deemed necessary by the Secretary after consultation with the Concessioner.

In order that a high standard of physical appearance, operations, and repair and maintenance be achieved, appropriate periodic inspections will be carried out jointly by the Secretary and the Concessioner. From these inspections, the Secretary and Concessioner will jointly develop and maintain a specific written workload schedule and associated budget estimates outlining repair and maintenance projects for the year. In the event of dispute concerning the specific written schedule and budget of repair and maintenance projects, the decision of the Secretary shall be final. The Concessioner shall promptly carry out, at the Concessioner's expense, the approved written program of repairs, maintenance, and replacements.

The term "repair and maintenance" shall include, but not be limited to, materials and expenses for the following: building paint, maintenance and repairs, lamp bulb replacement, repair of picnic tables, grills, fireplaces (or grates), roadway and campsite repairs, electrical and mechanical inspection, repair and maintenance, plumbing and heating/cooling repairs and maintenance. Routine campground landscaping, raking, and pruning. The term

"repairs and maintenance" shall include the costs of materials and labor associated with the repairs and maintenance herein defined.

Section VII - Concessioner Improvements

This supplemental contract remains consistent with the provisions of said Concession Contract.

Section VIII - Utilities

This supplemental contract recognizes that the Concessioner shall not be responsible to pay the Service for water used within the campgrounds.

Section IX - Accounting Records and Reports

This supplemental contract requires the Concessioner to maintain the Account separate from other Concessioner funds and to submit to the Secretary an Annual Financial Statement reporting the total activity in the Account including deposits, expenses by project, and interest earned. The Concessioner shall specifically identify the campground revenue and costs upon the submission of the Concessioner's Annual Financial Report (AFR). In addition to the specific documentation submitted with the AFR, the Concessioner shall submit a detailed memorandum of related costs/expenses not included in the AFR.

Section X - Franchise Fee

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XI - Bond and Lien

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XII - Termination

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XIII - Compensation

This supplemental contract requires the Concessioner to agree that no possessory interest is conveyed to the Concessioner for improvements funded from the Account, and any other form of compensatory value is not conveyed to the Concessioner.

Section XIV - Assignment or Sale of Interests

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XV - Approval of Subconcession Contracts

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XVI - Insurance and Indemnity

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XVII - Procurement of Goods, Equipment, and Services

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XVIII - Disputes

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XIV - General Provisions

This supplemental contract remains consistent with the provisions of the Concession Contract.

IN WITNESSETH WHEREOF, the parties have hereunder subscribed their names and affixed their seals.

Dated at Washington D.C., this 13th day of May, 1993.

ARA Leisure Services, Inc.

United States of America

by: Charm M. Gillespie

by: Robert L. Stables
Director, National Park Service

Title: President

Date: April 13, 1993

Attest by: William P. Hall

Title: Assistant Secretary

Exhibit "A"

Operations Plan
Bullfrog and Halls Crossing Campgrounds

Preamble To Operations Plan

This Plan between ARA Leisure Services, Inc., (hereinafter referred to as "Concessioner") and the National Park Service (hereinafter referred to as "Service") will serve to establish operating responsibilities for the Concessioner and the Service in the Bullfrog and Halls Crossing campgrounds assigned to the Concessioner.

The terms and conditions of this Plan are subordinate to the terms and conditions of Concession Contract No. CC-GLCA002-88, in the event of disputes or conflicts in language or interpretation, the Concession Contract will prevail. This Plan shall remain in effect during the term of the Supplemental Contract #1 to the Concession Contract. Amendments or changes may be made at the determination of the Service after consultation with the Concessioner.

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I. Management, Organization and Responsibilities

A. Concessioner:

1. The management and organization of the concession operations will be under the Concessioner of record. The office of Senior Vice President, Lake Powell Resorts and Marinas, is the primary office of record, contractual obligations, and policy making body of this property.
2. The Concessioner is responsible for complying with the policies and directives of the Service, carrying out day-to-day operations under the direction of the General Manager who provides professional direction and supervision of all onsite concession employees and handling complaints and correspondence with the Service promptly and efficiently.

B. Service:

1. The Superintendent is the Park Manager with responsibility for total recreation area operation, which includes the concession operation. The Superintendent has the responsibility to carry out the policies and directives of the Service, including contract administration of the Concessioner. The Chief, Division of Concessions Management, is the onsite Service official immediately responsible for all concession activities, and is the Service official with whom the Concessioner would initially make contact with on any matter. Through the Division of Concessions Management, the Superintendent shall review, supervise, and coordinate the Concessioner's activities as they relate to Glen Canyon National Recreation Area (NRA). This will include reviewing improvements to facilities, review of operations, rate approval, liaison with Service and Concessioner representatives, review of advertising, monitoring, orientation, and all other activities involved in administering the Concession Contract.
2. Responsibilities of Staff Assistants:
 - a. Assistant Superintendent--acts on behalf of the Superintendent in the event of his absence.
 - b. Chief Ranger--acts on behalf of the Superintendent in all matters pertaining to visitor protection, lost and found, and law enforcement.
 - c. Chief of Interpretation--acts on behalf of the Superintendent in all matters pertaining to interpretation.

- d. Chief of Maintenance--acts on behalf of the Superintendent in all matters pertaining to maintenance. The Campground Maintenance Agreement and matters pertaining to its application will be vested with the Chief of Maintenance.
- e. Chief of Resource Management--acts on behalf of the Superintendent in all matters pertaining to resource protection.
- f. Administrative Officer--acts on behalf of the Superintendent in all matters pertaining to the fiscal obligations associated with concession activities.
- g. Chief, Professional Services--acts on behalf of the Superintendent in all matters pertaining to planning, construction, renovation of buildings and facilities, and in assuring that all construction activities comply with appropriate resource management and environmental regulations.
- h. Safety Manager--provides orientation and annually reviews the Concessioner's Loss Control Program, and will serve as the direct line of communication to the Concessioner on safety related matters.

3. Responsibilities of District Personnel

- a. Uplake Concessions Specialist--provides day-to-day monitoring of concession activities and operations within the district. Serves as the direct line of communication to the Chief, Division of Concessions Management, on major problems.
- b. District Ranger--provides fire suppression and implementation of specific plans related to the area. Serves as the direct line of communication to the Concessioner relating to fire control, law enforcement, search and rescue, lost and found items, and resource protection.
- c. District Maintenance--provides day-to-day supervision over all maintenance activities and operations within the district. Serves as the direct line of communication to the Chief of Maintenance on major problems.
- d. District Interpreter--provides interpretative programs to the visiting public.

II. Season of Operation

- A. The Concessioner shall provide the public campground services required and authorized by the supplemental contract on a seasonal basis with the following minimum hours of operation:

1. Winter (November 1 - April 1) BF
(October 1 - April 30) HC

The campgrounds will be closed for operation. A sign will be posted at the entrance to the campgrounds advising the public of the campground closure and that campground facilities are available at the Concessioner's RV sites at the same rate charged at the campgrounds.

2. Summer (April 2 - October 31) BF
(May 1 - September 30) HC

The campground fee collection will be made with the campground hosts.

This method of operation will remain in effect and be adhered to unless changes are requested, in writing, and approved by the Superintendent.

III. Scope and Quality of Service

- A. All services will be operated in accordance with industry standards and those standards set forth by the National Park Service Concessioner Review Program. Both the Service and Concessioner shall be responsible for separately inspecting, monitoring, and being aware of the Concessioner's facilities and services with respect to applicable standards, rate comparability, safety, and visitor complaints and reactions. Consistent with the Review Program, the Service will conduct unannounced inspections of the facilities. The minimum number of inspections shall be:

1. Periodic Evaluations: 3
2. Safety: 1

- B. The Concessioner's General Manager, or delegate, will attend all inspections and initial all reports in accordance with the appropriate evaluation guidelines.
- C. A representative from the Division of Concessions Management will conduct thorough, unannounced inspections in accordance with the Concessions Management Guideline (NPS-48), Chapter 21, Concessioner Review Program. Upon arrival at the facility, the representative will attempt to contact the General Manager, or the other person in charge, before beginning the inspection.

- D. The staff Safety Manager will, at least annually, conduct a thorough, unannounced inspection of all Concessioner facilities. The Safety Manager will attempt to contact the General Manager, or other person in charge, before beginning the inspection.

IV. Rates

- A. All rate changes shall be provided by the Concessioner in a written rate schedule thirty (30) working days prior to implementation. The Concessioner shall provide comparability data to support proposed rates at the time approval is requested. The rate request shall include pertinent information about the product or service proposed. This includes current rate, date approved, proposed rate, amount of increase, description of product or service. All rate requests will be submitted in accordance with Concessions Management Guidelines (NPS-48), Chapter 18, Rate Administration Program, pages 5, 6, and 7.
- B. It is the purpose of the National Park Service to assure that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. Reasonableness of rates will be judged primarily as provided by Section 3(c) of the Act of October 9, 1965 (79 Stat. 969, 16 U.S.C. 20b):

"By comparison with those current for facilities and services of comparable character under similar conditions, with due consideration for length of season, provision for peak loads, average percentage of occupancy, accessibility, availability and cost of labor and materials, type of patronage, and other factors deemed significant by the Secretary."
- C. The staff from the Division of Concessions Management will conduct periodic comparability studies and make appropriate recommendations to the Superintendent for approval, disapproval, or adjustment of proposed rates.
- D. The Service will approve, disapprove, or adjust rates and will inform the Concessioner of the approval, disapproval, or adjustment of rates, and provide a written certification for disapproval or adjustment.
- E. The Superintendent or his representative will conduct spot checks for compliance of rates throughout the year and during periodic inspections.

V. National Park Service (NPS) Regulations

The Concessioner shall comply with the following Service regulations as they apply to campground operations.

- A. Digging or leveling the grounds of a campsite is prohibited (36 CFR 2.10 (b)(1)).
- B. Leaving camping equipment, site alterations, or refuse upon departing the campsite is prohibited (36 CFR 2.10 (b)(2)).
- C. Camping within 25 feet of a water hydrant or main road, or within 100 feet of a flowing stream, river, or body of water is prohibited (36 CFR 2.10(b)(3)).
- D. Creating or sustaining unreasonable noise between the hours of 10:00 p.m. and 6:00 a.m. is prohibited (36 CFR 2.10(b)(4)).
- E. Installation of permanent camping facilities is prohibited (36 CFR 2.10(b)(5)).
- F. Displaying wildlife carcasses or other remains or parts thereof is prohibited (36 CFR 2.10(b)(6)).
- G. Connecting to a non-designated utility system is prohibited (36 CFR 2.10(b)(7)).
- H. Failure to obtain a registered campsite is prohibited (36 CFR 2.10(b)(8)).
- I. Camping outside of designated campsites is prohibited (36 CFR 2.10(b)(10)).
- J. Camping in a location within a Concessioner operated campground shall be limited to 14 consecutive days or 30 days in any year (36 CFR 2.10 and 2.61).

VI. Insurance

The Concessioner shall annually provide to the Superintendent documented evidence (Statement of Concessioner Insurance as well as Certificate of Insurance/Broker's Analysis) of at least the amount and type of insurance coverage provided in compliance with Concessions Management Guideline (NPS-48), Chapter 23, Insurance Program, pages 1 through 20, and of the Concession Contract.

VII. Advertising

Prior to printing or release, all advertising materials must be submitted to the Superintendent in accordance with Concession Management

Guideline (NPS-48), Chapter 33, Section E, Advertising. The Superintendent will determine that it is accurate, suitable, in conformance with the administrative policies of the Service, and will approve or disapprove it accordingly. All advertising will contain the information that the facility is an "Authorized Concessioner of the National Park Service."

VIII. Lost and Found

Each found item shall be tagged, using the standard National Park Service form, listing the item found, where found, when, and by whom. If an item is not claimed within sixty (60) days, it shall be turned over to the National Park Service (SOP 110-105) or otherwise mailed or transmitted to the park in accordance with the park's lost and found policy. To the greatest extent possible, the Concessioner shall attempt to identify the owner of found property and return it.

IX. Safety, Sanitation, and Security

- A. The Service shall monitor the Concessioner's loss control program. The Service and the Concessioner shall be responsible for separately assuring that respective property, equipment, and related facilities are maintained in a safe condition at all times, and repaired as necessary or directed.
- B. The Service is responsible for visitor protection, emergencies involving public safety, civil disturbance, and violations of regulations or law. Any injury sustained by a visitor (or employee resulting in lost time) in a concession facility and/or all medical emergencies should be immediately reported to the District Ranger and Safety Manager. The Concessioner shall maintain a security service in the campgrounds in order to assure the visitor's compliance with the Concessioner's operational requirements.
- C. Fire protection will be provided by the Service and the Concessioner with primary responsibility lying with the Service. The Concessioner has primary responsibility to ensure that all buildings assigned to it within the designated area meet fire safety codes and that fire detection and suppression equipment is in good operating condition at all times. It is also its responsibility to direct and report all structural fires immediately. The Concessioner will provide employees for training, in cooperation with the Service, for structural fire suppression.

X. Concession Employees and Employment

- A. The Concessioner shall have a written Affirmative Action Plan to ensure equal employment opportunities and will adhere to the

Department's labor standards and to all applicable Federal and State laws. A copy of this Affirmative Action Plan will be on file in the Office of Concession Management.

The Concessioner shall not employ in any status the spouse or minor children of the Superintendent, Assistant Superintendent, Safety Manager, or personnel of the Concessions Management Division. The Concessioner shall not employ in any status a Service employee, their spouse, or minor children without prior written approval of the Superintendent.

- B. All employees dealing directly with the public shall wear uniforms or standardize clothing and name badges. Employees shall be neat and clean in appearance and meet standards set forth in the concession management policies.
- C. All employees, especially those dealing directly with the public, should receive, in addition to job related training, such training which includes information on local and NPS history, driving regulations and cautions, things to do and see in the area, and functions of the Concessioner and the Service.

XI. Taxes

The Concessioner will pay, or cause to be paid, all sales taxes. The Concessioner is liable for prompt payment of refuse collection, telephone, or any other utility or service, whether made by governmental authority, public, or community service company.

XII. Utilities

Utilities provided by the National Park Service are water, sewer, and electricity (HC). No charges are to be made for water used within the campground.

XIII. Complaints

Complaints or comments received by the Service regarding Concessioner facilities shall be sent to the Concessioner for investigation and response in a timely manner. A copy of the response will be provided to the Superintendent. A copy of the Service's response will be forwarded to the Concessioner. The Concessioner will provide the Service with a copy of its response to all written visitor complaints related to its operation.

Dated at Page, Arizona this day of APR 1 - 1993, 19 .

ARA Leisure Services, Inc.

BY:

Charm M. Bell, Jr.

TITLE: President

DATE: April 13, 1993

National Park Service

BY:

John O. Lancaster
Superintendent

Exhibit "B"

Maintenance Agreement

Bullfrog and Halls Crossing Campgrounds

Preface of Agreement

This Agreement between ARA Leisure Services, Inc., (hereinafter referred to as "Concessioner"), and the National Park Service (hereinafter referred to as "Service") will serve to establish maintenance responsibilities for the Concessioner and the Service for the Bullfrog and Halls Crossing Campgrounds assigned to the Concessioner.

The terms and conditions of this Agreement are subordinate to the terms and conditions of Concession Contract No. CC-GLCA-002-88. In the event of disputes or conflicts in language or interpretation, the Concession Contract will prevail. This Agreement shall remain in effect during the term of the Supplemental Contract #1 to the Concession Contract. Amendments and changes may be made at the determination of the Service after consultation with the Concessioner.

- I. Government-owned Buildings Assigned to the Concessioner
a. Comfort Station - Loop A, B, C, and the overflow loop (BF)
b. Comfort Station - Loop A and B (HC)

- II. Concessioner-owned Buildings used by the Concessioner
None

III. Maintenance Inspection

There shall be an annual joint inspection during the month of September of buildings, utilities, grounds, and equipment within the assigned areas to determine if they are satisfactorily maintained and comply with applicable rules, laws, and regulations. As a result of this inspection, schedules of maintenance projects will be prepared, consistent with this Maintenance Agreement, by the Concessioner and the Service. The Maintenance Agreement shall also be reviewed and revised as deemed appropriate by the Service after consultation with the Concessioner.

IV. Buildings, Facilities and Structures

The Concessioner will be responsible for all exterior maintenance of all Government-owned buildings within the area assigned to the Concessioner for the purposes of the contract. These include:

1. Exterior walls and surfaces, including exterior portions of window sash, mullions, and trim.

2. Foundations, supports, and joints under the lowest subfloor, and interior load-bearing structure.

The Concessioner will be responsible for all interior maintenance for all Government-owned buildings within the area assigned. These include:

1. The area above the lowest subfloor, be it concrete or wood.
2. The area inside of all exterior walls that is not part of the load-bearing structure.
3. All glass in windows or doors, doors, door frames, window frames, shutters, and screens.

Concessioner Responsibilities

- a. Repair and maintain all water, sewer, and electrical fixtures, including the potable water standpipes and faucets, sinks, toilets, drinking fountains, light fixtures, switches and cover plates.
- b. Painting of interior and exterior surfaces as required. The color of the paint shall be approved by the Superintendent prior to use.
- c. Repair and maintain all doors, door frames, and door trim.
- d. Repair and maintain mirrors, toiletry shelves, and other interior furnishings.
- e. Repair and maintain all glass in windows, all glass in doors, screens, shutters, etc.
- f. Repair and maintain all wall and ceiling coverings.
- g. Refinishing of all floors and floor coverings as needed.
- h. Provide all cleaning supplies, lamp bulb replacement, and cleaning services to ensure a neat and clean appearance.
- i. Provide window cleaning (inside and out) to maintain a clean appearance.
- j. Repair and maintain toilet stall doors and dividers.
- k. Repair and maintain the water system from within the buildings to the main water system as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons, or agents. Provide winterization of

the water system within the buildings when the buildings are closed during the winter.

- l. Repair and maintain the sewage system from within the buildings to the main sewage system as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons, or agents. Provide winterization of the sewage system within the buildings when the buildings are closed during the winter.
- m. Repair and maintain all wiring, conduit, fuses, breakers, etc., within the buildings to the main electrical system as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons, or agents.
- n. Repair and maintain all parts of the load-bearing structure, including roofing, as required.
- o. Repair as needed, all exterior walking surfaces as specified in the land assignment.
- p. Repair and maintain central heating and air conditioning systems.
- q. Maintain in a serviceable condition all fire suppression devices, equipment, and appurtenances, consistent with Federal, State, and county codes. Conduct periodic tests of all fire suppression devices, equipment, and appurtenances.
- r. Repair and maintain the Visitor Information boards within the assigned campground areas.

Service Responsibilities

- a. Repair, maintain, or replace the main water system from outside the assigned campground area.
- b. Repair, maintain, or replace the main sewage system from outside the assigned campground area.
- c. Repair, maintain, or replace the main electrical system from the service lines to the generator at Halls Crossing.

V. R.V. Sewage Dump Stations and Potable Water Stations

Concessioner Responsibilities

The Concessioner shall repair and maintain the R.V. Sewage Pump Stations and potable water stations, including all equipment and appurtenances.

Service Responsibilities

None

VI. Roads, Trails, Parking Areas, Gutters, Sidewalks, and Associated Landscaping

Concessioner Responsibilities

The Concessioner shall be responsible for maintaining the road system, including parking areas, curbs, gutters, and sidewalks, and landscaping within the Bullfrog and Halls Crossing Campgrounds area under this Agreement. The Concessioner shall repair and maintain the irrigation system to maintain campground trees and other vegetation.

Service Responsibilities

None

VII. Signs

Concessioner Responsibilities

The Concessioner will be responsible for the installation, maintenance, and replacement of all interior and exterior signs relating to its operation and services within the assigned area. The Concessioner is responsible to ensure that its signs throughout the area are compatible with Service standards. All sign styles and text shall be approved, in advance, by the Superintendent.

Service Responsibilities

The Service is responsible for all regulatory, control, or informational signs that serve the interest of the Service. The Service will install and maintain all such signs whether posted in the interior or exterior.

VIII. Campground

Concessioner Responsibilities

The Concessioner shall be responsible for the repair and maintenance of the campground tables, fire grills, and parking area identification markers in each site. The Concessioner shall be responsible for the routine replacement of parking site boundary barricades.

Service Responsibilities

None

IX. Litter and Garbage

Concessioner Responsibilities

The Concessioner shall be responsible for the pickup of all litter and garbage within the assigned area. The assigned area shall be kept free of litter, garbage, and trash. The Concessioner will provide adequate trash and garbage containers.

Service Responsibilities

None

Dated at Glen Canyon NRA this day of APR , 1993, 19 .

ARA Leisure Services, Inc.

BY:

Charles M. Sullivan

TITLE:

President

National Park Service

BY:

John O. Louscote
Superintendent

DATE:

April 13, 1993

SUPPLEMENTAL CONTRACT NO. 2

Concession Contract No. CC-GLCA002-88

ARAMARK

Glen Canyon National Recreation Area

THIS SUPPLEMENTAL CONTRACT, made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service (NPS), hereinafter referred to as the "Secretary" and ARAMARK, formerly ARA Leisure Services, Inc., a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as the "Concessioner:"

W I T N E S S E T H

THAT WHEREAS the Secretary and the Concessioner entered into Concession Contract No. CC-GLCA002-88, on December 8, 1988, whereby the Concessioner was required and authorized to provide accommodations, facilities, and services for the public within Glen Canyon National Recreation Area, during the period from January 1, 1988, to December 31, 2007, and

WHEREAS said Concession Contract has been amended by Amendment No. 1 dated February 23, 1989, and by Amendment No. 2 dated September 6, 1994, and

WHEREAS the said Concession Contract was assigned by Del Webb Recreational Properties, Inc., to the Concessioner and such assignment and acceptance thereof by the Concessioner was approved by the Secretary, effective as of December 28, 1988, and

WHEREAS Section 2 of said Concession Contract includes a provision whereby the Concessioner is required to provide campgrounds under such terms and conditions as may be prescribed by the Secretary, and

WHEREAS the Secretary has determined, and the Concessioner has agreed, that it is in the public interest that the Bullfrog and Halls Crossing campgrounds shall be operated by the Concessioner.

NOW THEREFORE, in consideration of the foregoing, the parties hereto covenant to and with each other that Concession Contract No. CC-GLCA002-88 is hereby supplemented, effected upon execution by the Secretary as follows:

Section I - Term of Contract

This supplemental contract shall take effect upon execution by the Secretary, and be from January 1, 1995 through December 31, 1998, and may be renewed for a successive term upon the agreement of the Secretary and the Concessioner. The Concessioner agrees to collect and deposit TWENTY PERCENT (20%) of the monthly gross receipts from campground operations, as defined by said Concession Contract, into the Campground Improvement Fund (Account), an interest-bearing account in a Federally insured financial institution. The Concessioner shall not make advances or credits to the Account.

Funds from the Account are to be used solely for projects selected by the Superintendent of Glen Canyon National Recreation Area, after consultation with the Concessioner. In the event the cost of a project exceeds \$100,000, the project shall be approved by the Director. The Concessioner shall not acquire a possessory interest in improvements funded from the Account, or otherwise obtain any compensable interest in such improvements. The Account shall be used for upgrading, replacement, and rehabilitation of campground facilities which result in the improvement of the campground operations. The Account shall not be used to fund routine, operational maintenance or housekeeping activities as required by said Concession Contract, and as specified in the Maintenance Agreement, attached hereto as Exhibit "B," or Operations Plan, attached hereto as Exhibit "A."

Upon the completion of projects, the Concessioner is to provide the Superintendent with an Annual End-of-Project Report. The report shall summarize all costs by functional categories (electrical system, water system, etc.) for all projects completed during the year of the supplemental contract.

Upon the completion of projects, if there is a balance remaining in the Account, such funds shall be expended for other approved projects supporting the campgrounds, or remitted to the United States Treasury. Funds from the Account may not be transferred to the Set-Aside Account or any other special account.

Section II - Accommodations, Facilities, and Services

This supplemental contract grants that the Concessioner is required to operate the Bullfrog and Halls Crossing campgrounds at Glen Canyon National Recreation Area under the following terms and conditions.

a. The Concessioner will operate and maintain the campgrounds consisting of 6 comfort stations and 152 individual campsites with associated fire grates, tables, parking areas, access roads, sewage pumpout stations, and site markers.

b. The Concessioner shall operate the campgrounds by adhering to specific procedures and details required by this supplemental contract and as described in the Operations Plan. The current Operations Plan is attached as Exhibit A. The Operations Plan will be reviewed annually and modified as deemed necessary by the Secretary after consultation with the Concessioner.

c. The Concessioner shall close off individual campground sites or entire campsite access loops for specifically identified NPS projects associated with resource management or construction projects.

Section III - Infrastructure Development Program

The supplemental contract remains consistent with the provisions of the Concession Contract.

Section IV Plant, Personnel, and Rates

The supplemental contract requires that the rates to be charged the public for the accommodations, facilities, and services provided under this supplemental

contract shall be approved in accordance with the provisions of Section 4 of said Concession Contract and 36 CFR Part 71 (Recreation Fees). The Concessioner shall discount campground rates 50 percent (50%) for holders of Golden Age and Golden Access Passports, or those who show certification of being 62 years or older.

Section V - Government Land and Improvements

The supplemental contract requires that the Concessioner shall comply with Subsection 5(d) of said Concession Contract concerning the submission of planning documents, and that such plans shall have the prior approval of the Secretary before beginning a project. This supplemental contract requires that the Concessioner shall not acquire a possessory interest in improvements funded from the Account or otherwise obtain any compensable interest in such improvements.

Section VI - Maintenance

This supplemental contract requires the Concessioner to make all repairs or and maintenance, as hereinafter defined, to facilities necessary to conduct the operations authorized.

The Concessioner agrees to physically maintain and repair facilities used in the campground operation to the satisfaction of the Secretary. The Concessioner shall maintain and repair campground facilities by adhering to specific maintenance standards, procedures, and details required by this supplemental contract and as described in a Maintenance Agreement. The current Maintenance Agreement is attached as Exhibit B to this supplemental contract. The Maintenance Agreement will be reviewed annually and modified as deemed necessary by the Secretary after consultation with the Concessioner.

In order that a high standard of physical appearance, operations, and repair and maintenance be achieved, appropriate periodic inspections will be carried out jointly by the Secretary and the Concessioner. From these inspections, the Secretary and Concessioner will jointly develop and maintain a specific written workload schedule and associated budget estimates outlining repair and maintenance projects for the year. In the event of dispute concerning the specific written schedule and budget of repair and maintenance projects, the decision of the Secretary shall be final. The Concessioner shall promptly carry out, at the Concessioner's expense, the approved written program of repairs, maintenance, and replacements.

The term "repair and maintenance" shall include, but not be limited to, materials and expenses for the following: building paint, maintenance and repairs, lamp bulb replacement, repair of picnic tables, grills, fireplaces (or grates), roadway and campsite repairs, electrical and mechanical inspection, repair and maintenance, plumbing and heating/cooling repairs and maintenance. Routine campground landscaping, raking, and pruning. The term "repairs and maintenance" shall include the costs of materials and labor associated with the repairs and maintenance herein defined.

Section VII - Concessioner Improvements

This supplemental contract remains consistent with the provisions of said Concession Contract.

Section VIII - Utilities

This supplemental contract recognizes that the Concessioner shall not be responsible to pay the Service for water used within the campgrounds.

Section IX - Accounting Records and Reports

This supplemental contract requires the Concessioner to maintain the Account separate from other Concessioner funds and to submit to the Secretary an Annual Financial Statement reporting the total activity in the Account including deposits, expenses by project, and interest earned. The Concessioner shall specifically identify the campground revenue and costs upon the submission of the Concessioner's Annual Financial Report (AFR). In addition to the specific documentation submitted with the AFR, the Concessioner shall submit a detailed memorandum of related costs/expenses not included in the AFR.

Section X - Franchise Fee

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XI - Bond and Lien

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XII - Termination

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XIII - Compensation

This supplemental contract requires the Concessioner to agree that no possessory interest is conveyed to the Concessioner for improvements funded from the Account, and any other form of compensatory value is not conveyed to the Concessioner.

Section XIV - Assignment or Sale of Interests

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XV - Approval of Subconcession Contracts

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XVI - Insurance and Indemnity

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XVII - Procurement of Goods, Equipment, and Services

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XVIII - Disputes

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XIX - General Provisions

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XX - Capital Improvement Account

This supplemental contract remains consistent with the provisions of the Concession Contract.

IN WITNESSETH WHEREOF, the parties have hereunder subscribed their names and affixed their seals.

Dated at Washington D.C., this _____ day of _____, 1995.

ARAMARK

United States of America

By: Chuan M. Gillespie

By: Rory E. Turner
Director, National Park Service

Title: President

Date: 3/15/95

Attest by: W. R. W. W.

Title: Assistant Secretary

Exhibit "A"

Operations Plan

Bullfrog and Halls Crossing Campgrounds

Preamble To Operations Plan

This Plan between ARAMARK, formerly ARA Leisure Services, Inc., (hereinafter referred to as "Concessioner") and the National Park Service (NPS) (hereinafter referred to as "Service") will serve to establish operating responsibilities for the Concessioner and the Service in the Bullfrog and Halls Crossing campgrounds assigned to the Concessioner.

The terms and conditions of this Plan are subordinate to the terms and conditions of Concession Contract No. CC-GLCA002-88, in the event of disputes or conflicts in language or interpretation, the Concession Contract will prevail. This Plan shall remain in effect during the term of the Supplemental Contract #2 to the Concession Contract. Amendments or changes may be made at the determination of the Service after consultation with the Concessioner.

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I. Management, Organization and Responsibilities

A. Concessioner:

1. The management and organization of the concession operations will be under the Concessioner of record. The office of the Vice President is the primary office of record, contractual obligations, and policy making body of this property.
2. The Concessioner is responsible for complying with the policies and directives of the Service, carrying out day-to-day operations under the direction of the General Manager who provides professional direction and supervision of all onsite concession employees and handling complaints and correspondence with the Service promptly and efficiently.

B. Service:

1. The Superintendent is the Park Manager with responsibility for total recreation area operation, which includes the concession operation. The Superintendent has the responsibility to carry out the policies and directives of the Service, including contract administration of the Concessioner. The Chief, Division of Facilities and Concessions Management, through the Uplake Concession Specialist, is the onsite Service official immediately responsible for all concession activities, and is the Service official with whom the Concessioner would initially make contact with on any matter. Through the Division of Facilities and Concessions Management, the Superintendent shall review, supervise, and coordinate the Concessioner's activities as they relate to Glen Canyon National Recreation Area (NRA). This will include reviewing improvements to facilities, review of operations, rate approval, liaison with Service and Concessioner representatives, review of advertising, monitoring, orientation, and all other activities involved in administering the Concession Contract.
2. Responsibilities of Staff Assistants:
 - a. Deputy Superintendent--acts on behalf of the Superintendent in the event of his absence.
 - b. Chief, Division of Ranger Activities and Interpretation--acts on behalf of the Superintendent in all matters pertaining to visitor protection, lost and found, law enforcement and interpretation.

- c. Chief of Resource Management--acts on behalf of the Superintendent in all matters pertaining to resource protection.
 - d. Administrative Officer--acts on behalf of the Superintendent in all matters pertaining to the fiscal obligations associated with concession activities.
 - e. Chief, Division of Facilities and Concessions Management--acts on behalf of the Superintendent in all matters pertaining to planning, construction, renovation of buildings and facilities, and in assuring that all construction activities comply with appropriate resource management and environmental regulations, concessions management and maintenance. The administration of the Maintenance Agreement will be the responsibility of this division.
 - f. Safety Manager--provides orientation and annually reviews the Concessioner's Loss Control Program, and will serve as the direct line of communication to the Concessioner on safety related matters.
3. Responsibilities of District Personnel
- a. Uplake Concessions Specialist--provides day-to-day monitoring of concession activities and operations within the district. Serves as the direct line of communication to the Chief, Division of Facilities and Concessions Management, on major problems.
 - b. District Ranger--provides fire suppression and implementation of specific plans related to the area. Serves as the direct line of communication to the Concessioner relating to fire control, law enforcement, search and rescue, lost and found items, and resource protection.
 - c. District Maintenance--provides day-to-day supervision over all maintenance activities and operations within the district. Serves as the direct line of communication to the Chief, Division of Facilities and Concessions Management on major problems.
 - d. District Interpreter--provides interpretative programs to the visiting public.

II. Season of Operation

- A. The Concessioner shall provide the public campground services required and authorized by the supplemental contract on a seasonal basis with the following minimum hours of operation:

1. Winter (November 1 - April 1) BF
(October 1 - April 30) HC

The campgrounds will be closed for operation. A sign will be posted at the entrance to the campgrounds advising the public of the campground closure and that campground facilities are available at the Concessioner's RV sites at the same rate charged at the campgrounds. The Concessioner shall provide the NPS at least one day prior notice of the closure of the campgrounds.

2. Summer (April 2 - October 31) BF
(May 1 - September 30) HC

The campground fee collection will be made at the entrance to the campgrounds, in the collection boxes provided, and verified by the Concessioner.

This method of operation will remain in effect and be adhered to unless changes are requested, in writing, and approved by the Superintendent.

III. Scope and Quality of Service

- A. All services will be operated in accordance with industry standards and those standards set forth by the NPS Concessioner Review Program. Both the Service and Concessioner shall be responsible for separately inspecting, monitoring, and being aware of the Concessioner's facilities and services with respect to applicable standards, rate comparability, safety, and visitor complaints and reactions.
- B. The Concessioner's General Manager, or delegate, will attend all inspections and initial all reports in accordance with the appropriate evaluation guidelines.
- C. A representative from the Division of Facilities and Concessions Management will conduct thorough, unannounced inspections in accordance with the Concessions Management Guideline (NPS-48), Chapter 21, Concessioner Review Program. Upon arrival at the facility, the representative will attempt to contact the General Manager, or the other person in charge, before beginning the inspection.

- D. The staff Safety Manager will, at least annually, conduct a thorough review of the Concessioner's Loss Control Program. •

IV. Rates

- A. All rate changes shall be provided by the Concessioner in a written rate schedule thirty (30) working days prior to implementation. The Concessioner shall provide comparability data to support proposed rates at the time approval is requested. The rate request shall include pertinent information about the product or service proposed. This includes current rate, date approved, proposed rate, amount of increase, description of product or service. All rate requests will be submitted in accordance with Concessions Management Guidelines (NPS-48), Chapter 18, Rate Administration Program, pages 5, 6, and 7.
- B. It is the purpose of the National Park Service to assure that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. Reasonableness of rates will be judged primarily as provided by Section 3(c) of the Act of October 9, 1965 (79 Stat. 969, 16 U.S.C. 20b):

"By comparison with those current for facilities and services of comparable character under similar conditions, with due consideration for length of season, provision for peak loads, average percentage of occupancy, accessibility, availability and cost of labor and materials, type of patronage, and other factors deemed significant by the Secretary."
- C. The staff from the Division of Facilities and Concessions Management will conduct periodic comparability studies and make appropriate recommendations to the Superintendent for approval, disapproval, or adjustment of proposed rates.
- D. The Service will approve, disapprove, or adjust rates and will inform the Concessioner of the approval, disapproval, or adjustment of rates, and provide a written certification for disapproval or adjustment.
- E. The Superintendent, through the Division of Facilities and Concessions Management, will conduct spot checks for compliance of rates throughout the year and during periodic inspections.
- F. The Concessioner shall discount campground rates 50 percent (50%) for holders of golden age or golden access passports, or for those who show certification of being 62 years of older.

V. National Park Service (NPS) Regulations

The Concessioner shall comply with the following Service regulations as they apply to campground operations.

- A. Digging or leveling the grounds of a campsite is prohibited (36 CFR 2.10 (b)(1)).
- B. Leaving camping equipment, site alterations, or refuse upon departing the campsite is prohibited (36 CFR 2.10 (b)(2)).
- C. Camping within 25 feet of a water hydrant or main road, or within 100 feet of a flowing stream, river, or body of water is prohibited (36 CFR 2.10(b)(3)).
- D. Creating or sustaining unreasonable noise between the hours of 10:00 p.m. and 6:00 a.m. is prohibited (36 CFR 2.10(b)(4)).
- E. Installation of permanent camping facilities is prohibited (36 CFR 2.10(b)(5)).
- F. Displaying wildlife carcasses or other remains or parts thereof is prohibited (36 CFR 2.10(b)(6)).
- G. Connecting to a non-designated utility system is prohibited (36 CFR 2.10(b)(7)).
- H. Failure to obtain a registered campsite is prohibited (36 CFR 2.10(b)(8)).
- I. Camping outside of designated campsites is prohibited (36 CFR 2.10(b)(10)).
- J. Camping in a location within a Concessioner operated campground shall be limited to 14 consecutive days or 30 days in any year (36 CFR 2.10 and 2.61).

VI. Insurance

The Concessioner shall annually provide to the Superintendent documented evidence (Statement of Concessioner Insurance as well as Certificate of Insurance/Broker's Analysis) of at least the amount and type of insurance coverage provided in compliance with Concessions Management Guideline (NPS-48), Chapter 23, Insurance Program, pages 1 through 20, and of the Concession Contract.

VII. Advertising

Prior to printing or release, all advertising materials must be submitted to the Superintendent in accordance with Concession Management Guideline (NPS-48), Chapter 33, Section E, Advertising. The Superintendent will determine that it is accurate, suitable, in conformance with the administrative policies of the Service, and will approve or disapprove it accordingly. All advertising will contain the information that the facility is an "Authorized Concessioner of the National Park Service."

VIII. Lost and Found

Each found item shall be tagged, using the standard National Park Service form (10-166), listing the item found, where found, when, and by whom, and turned into the nearest Temporary Receiving Station where it will be processed in accordance with the Service's procedure (SOP 110-105) or otherwise mailed or transmitted to the park in accordance with the park's lost and found policy. To the greatest extent possible, the Concessioner shall attempt to identify the owner of found property and return it.

IX. Safety, Sanitation, and Security

- A. The Service shall monitor the Concessioner's loss control program. The Service and the Concessioner shall be responsible for separately assuring that respective property, equipment, and related facilities are maintained in a safe condition at all times. and repaired as necessary or directed.
- B. The Service is responsible for visitor protection, emergencies involving public safety, civil disturbance, and violations of regulations or law. Any injury sustained by a visitor (or employee resulting in lost time) in a concession facility and/or all medical emergencies shall be immediately reported to the District Ranger and Safety Manager. The Concessioner shall maintain a security service in the campgrounds in order to assure the visitor's compliance with the Concessioner's operational requirements.
- C. Fire protection will be provided by the Service and the Concessioner with primary responsibility lying with the Service. The Concessioner has primary responsibility to ensure that all buildings assigned to it within the designated area meet fire safety codes and that fire detection and suppression equipment is in good operating condition at all times. It is also its responsibility to direct and report all structural fires immediately. The Concessioner will provide employees for training, in cooperation with the Service, for structural fire suppression.

X. Concession Employees and Employment

- A. The Concessioner shall have a written Affirmative Action Plan to ensure equal employment opportunities and will adhere to the Department's labor standards and to all applicable Federal and State laws. A copy of this Affirmative Action Plan will be on file in the Division of Facilities and Concession Management.

The Concessioner shall not employ in any status the spouse or minor children of the Superintendent, Deputy Superintendent, Safety Manager, or Chief, Division of Facilities and Concessions Management. The Concessioner shall not employ in any status a Service employee, their spouse, or minor children without prior written approval of the Superintendent.

- B. All employees dealing directly with the public shall wear uniforms or standardize clothing and name badges. Uniforms shall be neat and clean in appearance and meet standards set forth in the concession management policies.
- C. All employees, especially those dealing directly with the public, should receive, in addition to job related training, such training which includes information on local and NPS history, driving regulations and cautions, things to do and see in the area, and functions of the Concessioner and the Service.

XI. Taxes

The Concessioner will pay, or cause to be paid, all sales taxes. The Concessioner is liable for prompt payment of refuse collection, telephone, or any other utility or service, whether made by governmental authority, public, or community service company.

XII. Utilities

Utilities provided by the National Park Service are water, sewer, and electricity (HC). No charges are to be made for water used within the campground.

XIII. Complaints

Complaints or comments received by the Service regarding Concessioner facilities shall be sent to the Concessioner for investigation and response in a timely manner. A copy of the response will be provided to the Superintendent. A copy of the Service's response will be forwarded to the Concessioner. The Concessioner will provide the Service with a

copy of its response to all written visitor complaints related to its operation.

Dated at Glen Canyon NRA this 17 day of March, 1995.

ARAMARK

BY: Chun M. Phillips

TITLE: President

DATE: 3/15/95

National Park Service

BY: James J. O'Leary
Superintendent

Exhibit "B"

Maintenance Agreement

Bullfrog and Halls Crossing Campgrounds

Preface of Agreement

This Agreement between ARAMARK, formerly ARA Leisure Services, Inc., (hereinafter referred to as "Concessioner"), and the National Park Service (hereinafter referred to as "Service") will serve to establish maintenance responsibilities for the Concessioner and the Service for the Bullfrog and Halls Crossing Campgrounds assigned to the Concessioner.

The terms and conditions of this Agreement are subordinate to the terms and conditions of Concession Contract No. CC-GLCA-002-88. In the event of disputes or conflicts in language or interpretation, the Concession Contract will prevail. This Agreement shall remain in effect during the term of the Supplemental Contract #2 to the Concession Contract. Amendments and changes may be made at the determination of the Service after consultation with the Concessioner.

- I. Government-owned Buildings Assigned to the Concessioner
a. Comfort Station - Loop A, B, C, and the overflow loop (BF)
b. Comfort Station - Loop A and B (HC)

- II. Concessioner-owned Buildings used by the Concessioner
None

III. Maintenance Inspection

There shall be an annual joint inspection during the month of September of buildings, utilities, grounds, and equipment within the assigned areas to determine if they are satisfactorily maintained and comply with applicable rules, laws, and regulations. As a result of this inspection, schedules of maintenance projects will be prepared, consistent with this Maintenance Agreement, by the Concessioner and the Service. The Maintenance Agreement shall also be reviewed and revised as deemed appropriate by the Service after consultation with the Concessioner.

IV. Buildings, Facilities and Structures

The Concessioner will be responsible for all exterior maintenance of all Government-owned buildings within the area assigned to the Concessioner for the purposes of the contract. These include:

1. Exterior walls and surfaces, including exterior portions of window sash, mullions, and trim.

2. Foundations, supports, and joints under the lowest subfloor, and interior load-bearing structure.

The Concessioner will be responsible for all interior maintenance for all Government-owned buildings within the area assigned. These include:

1. The area above the lowest subfloor, be it concrete or wood.
2. The area inside of all exterior walls that is not part of the load-bearing structure.
3. All glass in windows or doors, doors, door frames, window frames, shutters, and screens.

Concessioner Responsibilities

- a. Repair and maintain all water, sewer, and electrical fixtures, including the potable water standpipes and faucets, sinks, toilets, drinking fountains, light fixtures, switches and cover plates.
- b. Painting of interior and exterior surfaces as required. The color of the paint shall be approved by the Superintendent prior to use.
- c. Repair and maintain all doors, door frames, and door trim.
- d. Repair and maintain mirrors, toiletry shelves, and other interior furnishings.
- e. Repair and maintain all glass in windows, all glass in doors, screens, shutters, etc.
- f. Repair and maintain all wall and ceiling coverings.
- g. Refinishing of all floors and floor coverings as needed.
- h. Provide all cleaning supplies, lamp bulb replacement, and cleaning services to ensure a neat and clean appearance.
- i. Provide window cleaning (inside and out) to maintain a clean appearance.
- j. Repair and maintain toilet stall doors and dividers.
- k. Repair and maintain the water system from within the buildings to the main water system as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons, or agents. Repair and maintain the campground irrigation system. Provide winterization of the water

system within the buildings when the buildings are closed during the winter, and the irrigation system.

- l. Repair and maintain the sewage system from within the buildings to the nearest manhole as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons, or agents. Provide winterization of the sewage system within the buildings when the buildings are closed during the winter, and the irrigation system.
- m. Repair and maintain all wiring, conduit, fuses, breakers, etc., from within the buildings to the electrical meters as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons, or agents.
- n. Repair and maintain all parts of the load-bearing structure, including roofing, as required.
- o. Repair as needed, all exterior walking surfaces as specified in the land assignment.
- p. Repair and maintain central heating and air conditioning systems.
- q. Maintain in a serviceable condition all fire suppression devices, equipment, and appurtenances, consistent with Federal, State, and county codes. Conduct periodic tests of all fire suppression devices, equipment, and appurtenances.
- r. Repair and maintain the Visitor Information boards within the assigned campground areas.

Service Responsibilities

- a. Repair, maintain, or replace the main water system from outside the assigned campground area.
- b. Repair, maintain, or replace the main sewage system from outside the assigned campground area.
- c. Repair, maintain, or replace the main electrical system from the service lines to the generator at Halls Crossing.

V. R.V. Sewage Dump Stations and Potable Water Stations

Concessioner Responsibilities

The Concessioner shall repair and maintain the R.V. Sewage Pump Stations and potable water stations, including all equipment and appurtenances.

Service Responsibilities

None

VI. Roads, Trails, Parking Areas, and Associated Landscaping

Concessioner Responsibilities

Concessioner will provide day-to-day maintenance of the roads and parking areas, including associated landscaping. Day-to-day maintenance will require frequent litter pickup, watering and manicuring of the landscaping fertilizing and weed control. The Service and the Concessioner will agree to a Integrated Pest Management Plan which will define nature and frequency of treatment, approved chemical lists, etc. Concessioner applying any herbicide, biocide, pesticide, or engaging in any pest control activity in buildings or in grounds/landscape shall be in accordance with the Integrated Pest Management Plan.

Service Responsibilities

The Service will be responsible for reconstruction, rehabilitation, and/or sweeping, striping, patching, crack sealing, chip and seal. The Service will be responsible for the major repair, rehabilitation or reconstruction of trails.

VII. Signs

Concessioner Responsibilities

The Concessioner will be responsible for the installation, maintenance, and replacement of all interior signs relating to its operation and services within the assigned area. The Concessioner is responsible to ensure that its signs and campground identification markers are compatible with Service standards. All sign styles and text shall be approved, in advance, by the Superintendent.

Service Responsibilities

The Service is responsible for all other signs necessary for the operation of the campground. The Service will install and maintain all such signs.

VIII. Campground

Concessioner Responsibilities

The Concessioner shall be responsible for the repair and maintenance of the campground tables (one table per site), fire grills, and parking area identification markers in each site. The Concessioner shall be responsible for the routine replacement of parking site boundary

barricades. The Concessioner shall manage the physical aspects of the sites (barricades, etc.) so as to minimize off-road travel.

Service Responsibilities

None

IX. Litter and Garbage

Concessioner Responsibilities

The Concessioner shall be responsible for the pickup of all litter and garbage within the assigned area. The assigned area shall be kept free of litter, garbage, and trash. The Concessioner will provide adequate trash and garbage containers.

Service Responsibilities

None

Dated at Glen Canyon NRA this _____ day of _____, 19____.

ARAMARK

National Park Service

BY: _____

BY: _____

Superintendent

TITLE: _____

DATE: 3/15/95

Amendment Number 3

**Concession Contract No. CC-GLCA002-88
ARAMARK Sports and Entertainment Services, Inc.
Dba Bullfrog Marina, Inc.; Halls Crossing Resort and Marina, Inc.
Hite Resort and Marina, Inc.
Glen Canyon National Recreation Area**

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior through the Director, Intermountain Region, National Park Service, hereinafter referred to as Secretary, and ARAMARK Sports and Entertainment Services, Inc. (formerly known as ARA Leisure Services, Inc. and ARAMARK), a corporation organized and existing under the laws of the State of Delaware, doing business as Bullfrog Marina, Inc.; Halls Crossing Resort and Marina, Inc.; and Hite Resort and Marina, Inc. hereinafter referred to as the Concessioner:

WITNESSETH:

THAT WHEREAS, the Secretary and Del Webb Recreational Properties, Inc. entered into Concession Contract No. CC-GLCA002-88 on December 8, 1988 (the Concession Contract), whereby Del Webb Recreational Properties, Inc., was authorized to provide facilities and services for the public within Glen Canyon National Recreation Area, during the period January 1, 1988 through December 31, 2007; and

WHEREAS, The Concession Contract was assigned by Del Webb Recreational Properties, Inc., to the Concessioner and such assignment and acceptance thereof by the Concessioner were approved by the Secretary, effective as of December 28, 1988; and

WHEREAS, the Concession Contract has been amended by Amendment No. 1 dated February 23, 1989, and by Amendment No. 2 dated September 6, 1994; and

WHEREAS, the Secretary and the Concessioner have entered into Supplemental Contract No. 1 dated May 13, 1993, and Supplemental Contract No. 2, dated May 19, 1995, in order to provide campgrounds at Bullfrog and Halls Crossing; and

WHEREAS, Supplemental Contract No. 2 established and required the Concessioner to deposit funds into a Campground Improvement Fund, and

WHEREAS, the Secretary and the Concessioner have agreed to incorporate the terms of Supplemental Contract No. 2 into the Concession Contract; and

WHEREAS, Section 10 of said Concession Contract includes a provision whereby the amount and character of the franchise fees provided for in this section may be reconsidered, and

WHEREAS, the Secretary and Concessioner have agreed on a Franchise Fee beginning with the Concessioner's 2002 fiscal year and a Capital Improvement Account contribution beginning June 1 of the Concessioner's 2002 fiscal year for the remaining years of the contract term, and

WHEREAS, the Secretary and Concessioner now desire to amend the Contract.

NOW, THEREFORE in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract CC-GLCA002-88 is hereby amended as follows:

1. Amend Section 2 of the Contract by adding, at end of paragraph (a):
Bullfrog and Halls Crossing Campgrounds
Operate and maintain campgrounds consisting of comfort stations and individual campsites with associated fire grates, tables, parking areas, access roads, sewage pumpout stations and site markers ("campground operations".)
2. Amend Section 4 by adding:
(c) In addition to the foregoing, with respect to campground operations at Bullfrog and Halls Crossing Campgrounds, rates shall be approved in accordance with the provisions of Section 4 of said Concession Contract and 36 CFR Part 71 (Recreation Fees). The Concessioner shall discount campground rates fifty percent (50%) for holders of Golden Age and Golden Access Passports, or those who show certification of being 62 years or older excluding rates for campground sites sold with utility hook ups.
3. Amend Section 6 by adding:
In addition to the foregoing, the Concessioner shall maintain and repair campground facilities in accordance with the Maintenance Agreement regarding campground facilities attached to this contract as Exhibit D. The Maintenance Agreement will be reviewed annually and modified as deemed necessary by the Secretary after consultation with the Concessioner.
4. Add at the end of Section 8:
(c) The Concessioner shall not be responsible to pay the Service for water used within the campgrounds.
5. Amend Section 10. FRANCHISE FEE shall be amended as follows:

Delete "Zero Percent (0%) of the Concessioner's gross receipts" from Sub-Section 10(a)(2) and substitute in lieu thereof "Zero Percent (0%) of the Concessioner's gross receipts (excluding gross receipts from campground operations) up to and including \$30,000,000 and Five Percent for all gross receipts over \$30,000,000 (excluding gross receipts from campground operations.)"
6. Amend Section 20 CAPITAL IMPROVEMENT ACCOUNT as follows:

Delete "TWO PERCENT (2.0%)" from Sub-Section (a)(3) and substitute in lieu thereof "THREE AND ONE-QUARTER PERCENT (3 1/4%) for gross receipts (excluding gross receipts

from campground operations) up to and including \$30,000,000, and 0% for amounts greater than \$30,000,000 (excluding gross receipts from campground operations.)”

7. Add Section 21 CAMPGROUND IMPROVEMENT FUND as follows:

(a)(1) The Concessioner agrees to collect and deposit TWENTY PERCENT (20%) of the monthly gross receipts from campground operations, as defined into the “Campground Improvement Fund Account” (“Account”), an interest-bearing account in a Federally insured financial institution. The Concessioner shall not make advances or credits to the Account.

(a)(2) The Concessioner is required to maintain the Account separate from other Concessioner funds and to submit to the Secretary an Annual Financial Statement reporting the total activity in the Account including deposits, expenses by projects, and interest earned. The Concessioner shall specifically identify the campground revenue and costs upon the submission of the Concessioner’s Annual Financial Report (AFR). In addition to the specific documentation submitted with the AFR, the Concessioner shall submit annually as soon as possible, but no later than ninety (90) days after the end of each concessioner fiscal year, a financial statement reflecting total activity in the Campground Improvement Account for the preceding fiscal year. A detailed memorandum of related costs/expenses not included in the AFR.

(a)(3) Funds from the Account are to be used solely for projects selected by the Superintendent of Glen Canyon National Recreation Area, after consultation with the Concessioner. In the event the cost of a project exceeds \$1,000,000, the project shall be approved by the Director. The Concessioner shall not acquire a possessory interest in improvements funded from the Account, or otherwise obtain any compensable interest in such improvements. The Account shall be used for upgrading, replacement, and rehabilitation of campground facilities which result in the improvement of the campground operations. The Account shall not be used to fund routine, operational maintenance or housekeeping activities as required by Section 6, and as specified in the Maintenance Agreement, attached hereto as Exhibit “D” or Operations Plan, attached hereto as Exhibit “G”.

(a)(4) Upon the completion of projects, the Concessioner is to provide the Superintendent with a Project Completion Report. The report shall summarize all costs by functional categories (electrical system, water system, etc.) for all projects completed during the Concessioner’s fiscal year.

(a)(5) Upon the expiration or termination of the Concession Contract, or upon assignment or sale of interests related to this Concession Contract, the unexpended balance remaining in the Campground Improvement Fund Account, at the direction of the Secretary, shall be transferred to a successor concessioner or remitted to the Secretary as an additional franchise fee in such a manner that payment shall be received by the Secretary within fifteen (15) days after the last day of the Concessioner’s operation. An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for herein. The rate of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the “Treasury Fiscal

Requirements Manual".

IN WITNESS WHEREOF, the parties hereto have subscribed their names. Executed in triplicate

at LAKEWOOD, COLORADO this 19TH day of SEPTEMBER 2002.

UNITED STATES OF AMERICA

BY: *Hal S.*
for Director, Intermountain Region
National Park Service

ARAMARK SPORTS AND ENTERTAINMENT SERVICES, INC.:

BY: *Gilbert E. Johnson*

(Typed name) Gilbert E. Johnson

TITLE: Executive Vice President

DATE: Sept. 3, 2002

~~ATTEST~~ WITNESS:

BY: *Angela Ann A...*

TITLE: Financial Analyst